INSTALLMENT DEED BOOK 5971 PAGE 905

For and in Consideration of the sum of Eight Thousand Five Hundred and no/100 ---------- ($8,500.00) ---------- Dollars, of which Two Thousand and no/100 -------($2,000.00)---------- Dollars, has been paid in cash by Douglas Phillip Hoffman (unmarried) the receipt of which is hereby acknowledged, and for the remainder Six Thousand Five Hundred and no/100 -------($6,500.00)---------- Dollars, the said Douglas Phillip Hoffman has given his promissory note promising to pay to the order of Chapelwood, Joint Venture, the principal sum of Six Thousand Five Hundred and no/100 ($6,500.00) Dollars together with interest there on at the rate of Twelve percent, (12%) per annum in monthly installments of Two Hundred Fifteen and 90/100 ($215.90) Dollars for Thirty-six (36) consecutive months.

all of said notes bearing ~~six~~ twelve per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Theodore H. Pailet, Trustee

---

~~have~~ has this day bargained and sold, and do hereby transfer and convey unto the said Douglas Phillip Hoffman (unmarried) his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 33 on the Plan of Chapelwood Subdivision,Section II, as of record in Book 5200, page 83, Register's Office for Davidson County, Tennessee.

Said Lot No. 33 fronts 75.00 feet on the easterly side of Albee Drive and extends back 116.97 feet on its northerly line and 117.57 feet on its southerly line to a line in the rear which measures 75.01 feet.

Being part of the same property conveyed to Theodore H. Pailet, Trustee, with full powers to mortgage, lease, transfer or convey without the joinder of any beneficiary, by deed from Robert Baltz, Jr., Trustee, of record in Book 5190, page 864, said County and State.

This conveyance is made subject to the Plan of Record in Book 5200, page 83, said register's office which shows an owner's Certificate, a minimum building set back line of 20 feet and a 10 foot public utility and drainage easement along the rear line of said lot.

This is unimproved (X) improved ( ) property, known as 3552 Albee Drive (House Number) (Street) Nashville, Tennessee 37076 P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Douglas Phillip Hoffman, his heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered, except as herein set out.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Douglas Phillip Hoffman, his heirs and assigns, against the lawful claims of all persons, insofar as I am, As Trustee, authorized so to do but not otherwise.

And now, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to in hand paid, I, the said Douglas Phillip Hoffman

do hereby transfer and convey unto Theodore H. Pailet, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said Douglas Phillip Hoffman

do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some satisfactory to holder of note reliable fire insurance company or companies for at least the sum of $ until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said notes, as his interst may appear.

I further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case I fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if I, the said Douglas Phillip Hoffman shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if I fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; I fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once, without notice, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said county to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance. I agree, that the Trustee may, at any time after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. I further agree that, in the event the Trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to Douglas Phillip Hoffman representatives or assigns.

In case of the death, absence, inability or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or, if more than one, then of the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to Theodore H. Pailet, Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said Theodore H. Pailet, Trustee and Douglas Phillip Hoffman hereunto set our hands at Nashville, Tennessee, this the 30th day of November 1982

Theodore H. Pailet, Trustee

Douglas Phillip Hoffman

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Dee W. Hamm, a Notary Public in and for said County and State, the within named Theodore H. Pailet, Trustee, and Douglas Phillip Hoffman

the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee this 1st day of December, 1982

Dee W. Hamm, Notary Public.

Commission Expires 11/21/85

STATE OF _____
_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

OFFICIAL RECEIPT

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5971 PAGE 908

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared ....., with whom I personally acquainted, and who, upon oath, acknowledged ..... self to be ..... of the ....., the within named bargainor, a corporation, and that ..... he as such ....., being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by ..... self as .....

Witness my hand and seal, at office in ....., this ..... day of ....., 19 .....

....., Notary Public.

Commission expires .....

(over for additional acknowledgements)

H 1 9 7 1 1

IDENTIF. REFERENCE

DEC 1 2 33 PM '82

ALEX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

INSTALLMENT DEED

FROM
Theodore H. Pailet,
Trustee

TO
Douglas P. Hoffman

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

TOOLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Douglas P. Hoffman (NAME)	(same) (NAME)	86-10
328 Bonnahurst Dr (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	26
Hermitage, TN 37076 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Theodore H. Pailet, Attorney
1906 South Street
Nashville, Tennessee 37212

Mail

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 8,500.00 Douglas Phillips Hoffman
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF Dec 19 82

Dee W. Thomas
Notary Public

MY COMMISSION EXPIRES: 11/2/85

(NOTARIAL SEAL)

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 5971 PAGE 909

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			8500.00- CO	
			6500.00- MO	
			22.10 CO TX	
			4.50 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	39.10-
			2942A12/01/82 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 1 9 7 1 1

T IDENTIF. REFERENCE

DEC 1 2 33 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 913307